


Form PTO-1594 (rev 06/04)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U. S. Department of Commerce Patent and Trademark Office	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:					
1. Name of conveying party(ies)/Execution Date(s): Panthers Football, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other: Limited Liability Company Citizenship <u>North Carolina</u> Execution Date(s) <u>November 21, 2005</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and Address of receiving party(ies) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Bank of America, N.A.</u> Internal Address: <u>Bank of America Corporate Ctr.</u> Street Address: <u>100 North Tryon Street</u> City: <u>Charlotte</u> State: <u>North Carolina</u> Country: <u>USA</u> Zip: <u>29255</u> <input type="checkbox"/> Association – Citizenship _____ <input type="checkbox"/> General Partnership – Citizenship _____ <input type="checkbox"/> Limited Partnership – Citizenship _____ <input type="checkbox"/> Corporation – Citizenship _____ <input checked="" type="checkbox"/> Other <u>National Banking Association</u> Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Other _____					
4. Application number(s) or registration number(s): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> A. Trademark Application No(s). Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <div style="width: 50%;"> B. Trademark Registration No(s). <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;">2130948</div> <div style="width: 33%;">2129287</div> <div style="width: 33%;">2120117</div> <div style="width: 33%;">2010429</div> <div style="width: 33%;">2233290</div> <div style="width: 33%;">2224986</div> </div> </div> </div>					
5. Name and address of party to whom correspondence concerning document should be mailed: Matthew B. Fagin, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2432 Fax: (917) 777-2432 mfagin@skadden.com			6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 1.21(h) and 3.41) <u>\$165</u> <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. <u>401530/263</u>)		
			8. Payment Information Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Faith C. Robinson</u>		
9. Signature. <u></u> <u>December 15, 2005</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 50%;"> Signature <u>Matthew B. Fagin, Esq.</u> Name of Person Signing </div> <div style="width: 40%; text-align: right;"> Date Total number of pages including cover sheet, and documents: 10 </div> </div>					

CH \$165.00 192385 2130948

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office
United States Copyright Office

Ladies and Gentlemen:

WHEREAS, pursuant to a Security Agreement (the "Original Agreement"), dated as of April 15, 2002 by and between PANTHERS FOOTBALL, LLC (as successor to Richardson Sports Limited Partnership), a North Carolina limited liability company (the "Assignor"), and Bank of America, N.A., acting as collateral agent for the Secured Parties (each defined in the Original Agreement) (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Assignee"), the Assignor has assigned and granted to the Assignee for the ratable benefit of the Secured Parties a continuing security interest in and to, and right of set off against, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto;

WHEREAS, the Original Agreement was amended and restated pursuant to an Amended and Restated Security Agreement, dated as of November 5, 2004 by and between the Assignor and the Assignee (the "Amended and Restated Agreement"), and further amended pursuant to a Master Amendment to Amended and Restated Security Agreements and Security Agreement, dated as of November 21, 2005 among each of the Participating Clubs (as defined therein), including the Assignor, and the Assignee (the "Master Amendment"); together with the Original Agreement, and the Amended and Restated Agreement and as further amended, restated or supplemented, the "Security Agreement"), wherein the Assignor granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and a right of setoff against, and acknowledged and agreed that the Assignee (and with respect to rights of setoff, each of the Secured Parties) has and shall continue to have for the ratable benefit of the Secured Parties a continuing security interest in and a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (each as defined in the Amended and Restated Agreement).

NOW THEREFORE, please be advised that:

1) Pursuant to the Security Agreement, the Assignor has granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and right of set off against, and acknowledged and agreed that the Assignee (and with respect to rights of setoff, each of the Secured Parties) has and shall continue to have for the ratable benefit of the Secured Parties a continuing security interest in and a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (as defined in the Amended and Restated Agreement), including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto; and

2) The security interest in and to and right of setoff against the Trademarks, Trade Names and Copyrights, including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights and copyright registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Very truly yours,

PANTHERS FOOTBALL LLC

By: Mark S. Richardson

Name: Mark S. Richardson

Title: President

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

By: _____

Name: _____

Title: _____

TRADEMARK

REEL: 003241 FRAME: 0115

Very truly yours,

PANTHERS FOOTBALL LLC

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

By: 

Name: **Wm. Elliott McCabe**

Title: **Managing Director**

TRADEMARK

REEL: 003241 FRAME: 0116

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Joyce G. Melton, a Notary Public of the County and State aforesaid, certify that Mark S. Richardson, personally came before me this day and acknowledged that he is the President of Panthers Football LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him in its name as President.

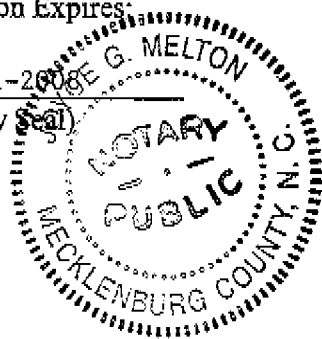
WITNESS my hand and official stamp or seal, this 9th day of November, 2005.

Joyce G. Melton
Notary Public

My Commission Expires:

1-21-2008

(Notary Seal)



SCHEDULE A

**United States, State and Canadian Trademark
Registrations and Applications for
Panthers Football, LLC**

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG. NO. - (APP. NO.)	DATE OF REG. (FILING DATE)	OWNER
7 & DESIGN	2130948 (74/703286)	01/20/1998 (07/19/1995)	PANTHERS FOOTBALL, LLC
7 & DESIGN	2129287 (74/703285)	01/13/1998 (07/19/1995)	PANTHERS FOOTBALL, LLC
CAROLINA PANTHERS	2120117 (74/270164)	12/09/1997 (04/28/1992)	PANTHERS FOOTBALL, LLC
DESIGN ONLY	2010429 (74/449206)	10/22/1996 (10/21/1993)	PANTHERS FOOTBALL, LLC
DESIGN ONLY	2233290 (75/259804)	03/23/1999 (03/19/1997)	PANTHERS FOOTBALL, LLC
PROWL TOWEL & DESIGN	2224986 (75/221652)	02/23/1999 (01/06/1997)	PANTHERS FOOTBALL, LLC

II. STATE TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	STATE	REG. NO. (APP. NO.)	DATE OF REG (FILING DATE)	OWNER
CAROLINA PANTHERS	NORTH CAROLINA	10129	06/02/1992	PANTHERS FOOTBALL, LLC
CAROLINA PANTHERS	NORTH CAROLINA	10128	06/02/1992	PANTHERS FOOTBALL, LLC
DESIGN ONLY	VIRGINIA	N/A	10/03/1996	PANTHERS FOOTBALL, LLC
CAROLINA PANTHERS and Design	SOUTH CAROLINA	N/A	01/23/2004	RICHARDSON SPORTS LIMITED PARTNERSHIP
DESIGN ONLY	SOUTH CAROLINA	N/A	01/23/2004	RICHARDSON SPORTS LIMITED PARTNERSHIP
CAROLINA PANTHERS	TEXAS	800289724	01/08/2004	RICHARDSON SPORTS LIMITED PARTNERSHIP
CAROLINA PANTHERS	TEXAS	800289722	01/08/2004	RICHARDSON SPORTS LIMITED PARTNERSHIP
CAROLINA PANTHERS	TEXAS	800289720	01/08/2004	RICHARDSON SPORTS LIMITED PARTNERSHIP
DESIGN ONLY	TEXAS	800289718	01/08/2004	RICHARDSON SPORTS LIMITED PARTNERSHIP

TRADEMARK	STATE	REG. NO. (APP. NO.)	DATE OF REG. (FILING DATE)	OWNER
DESIGN ONLY	TEXAS	800289715	01/08/2004	RICHARDSON SPORTS LIMITED PARTNERSHIP
DESIGN ONLY	TEXAS	800289710	01/08/2004	RICHARDSON SPORTS LIMITED PARTNERSHIP
DESIGN ONLY	VIRGINIA	N/A	10/03/1996	PANTHERS FOOT- BALL, LLC

III. CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG. NO. (APP. NO.)	DATE OF REG. (FILING DATE)	OWNER
CAROLINA PAN- THERS	(0740328)	(10/29/1993)	RICHARDSON SPORTS LIM- ITED PARTNER- SHIP
DESIGN ONLY	TMA47664 9 (0740359)	05/22/1997 (11/01/1993)	RICHARDSON SPORTS LIM- ITED PARTNER- SHIP

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

TITLE OF WORK	REG. NO.	REG. DATE	RECORD OWNER
STAND AND CHEER (FOR THE PANTHERS	PAu2037834	08/14/1995	PANTHERS FOOT- BALL, LLC